

EXHIBIT D

Engagement Letter

KOBRE & KIM

800 THIRD AVENUE
NEW YORK, NEW YORK 10022
WWW.KOBREKIM.COM
TEL +1 212 488 1200

February 3, 2023

BY EMAIL

Arianna Pretto-Sakmann
Chief Legal Officer
Genesis Global Holdco, LLC
Genesis Global Capital
Genesis Asia Pacific Pte. Ltd,

Re: **Genesis Chapter 11 Representation – Special Litigation Counsel**

Dear Ms. Pretto-Sakmann:

Thank you for choosing Kobre & Kim LLP (“**Kobre & Kim**”, “**we**”, “**us**” or “**our**”) to represent and advise Genesis Global Holdco, LLC, Genesis Global Capital, and Genesis Asia Pacific Pte. Ltd. (collectively, “**Clients**”, “**you**” or “**your**”) in connection with the matter described below. This letter agreement (the “**Agreement**”) confirms the scope and terms of the Engagement.

1. The Engagement

(a) Appointment of Kobre & Kim

Clients appoint Kobre & Kim to represent them as special litigation counsel in Clients’ Chapter 11 Cases¹ for certain matters where Clients’ primary bankruptcy counsel, Cleary Gottlieb Steen & Hamilton, may have an actual or perceived conflict of interest, or matters where the Clients believe it would be more appropriate for Kobre & Kim to handle, in each case subject to the applicable rules of professional responsibility (each such matter, a “**Matter**” and such representation, the “**Engagement**”). The scope of each Matter will be confirmed in writing by Kobre & Kim prior to the commencement of work on such Matter. The Engagement commenced as of February 1, 2023. Kobre & Kim is not being retained for any other purpose.

(b) Instructions

Client has agreed that we may rely on instructions from Arianna Pretto-Sakmann.

¹ “**Chapter 11 Cases**” means Clients’ Chapter 11 Cases, Case No. 23-10063 (SHL) (Jointly Administered) pending in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

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2. Joint Representation

(a) Agreement regarding conflicts

Kobre & Kim is jointly representing the Clients in this matter. By signing this Agreement, each Client acknowledges and agrees:

(i) We may, but are not obligated to, communicate to you information concerning another Jointly Represented Client; we may share your information with other Jointly Represented Clients unless you instruct us in writing not to do so;

(ii) Each Client will promptly notify us of any conflict or potential conflict of interest between the Clients or a change of circumstances effecting such a conflict;

(iii) We may withdraw from representing any of the Clients, or from any aspect of the representation, if we deem it necessary;

(iv) Each Client should feel completely free to consult other counsel concerning the appropriateness of joint representation, and by signing this Agreement each Client acknowledges that it has had an opportunity to consult with other counsel and that it has been made aware of the potential for conflicts among jointly represented parties; and

(v) By signing this Agreement, each Client agrees to waive any potential conflict of interest and agree to our continued representation of some or all of the Clients in the event a conflict of interest arises in the future.

(b) Case management

Kobre & Kim will follow the individual instructions of each Client as it pertains to that Client. We will not be required to act on behalf of all Clients under a group decision-making process, unless agreed with the Clients.

(c) Joint and several liability for our fees and expenses

You are jointly and severally liable for all financial obligations to us under this Agreement. Any issues regarding cross-reimbursement, or the discharge of obligations for one or more Clients who withdraw from this Engagement, will be addressed among the Clients.

3. Fees

In return for our work, you will pay us for our services on an hourly basis at our standard hourly rates. Those hourly rates are set forth below:

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Title	2023 Standard Rate
Senior Partner	\$2,000
Partner / Senior Counsel	\$1,650
Special Counsel	\$1,450
Counsel / Principal	\$1,200
Associate	\$950
Analyst	\$585
Litigation Assistant	\$425

The billing rates of our lawyers are adjusted periodically, and we will inform you of changes in our periodic invoices.

You agree that all fees and expenses invoiced in line with pre-submitted budgets are reasonable. All legal fees are earned and due when the work is performed and expenses are to be reimbursed as incurred by us.

4. Disbursements

(a) Out-of-pocket expenses

You are responsible for the out-of-pocket expenses we incur in providing services to you. Clients will remit to us funds to pay for these expenses, except that we may seek reimbursement from you for excess or extraordinary expenses. As it takes time to account for the expenses attributable to a matter, some out-of-pocket expenses may be invoiced months after they are incurred.

(b) Extraordinary Disbursements

Clients will remit to us funds in advance to pay for any fees and expenses associated with outside experts or other third-party vendors. For the avoidance of doubt, the fees of any outside experts or other third-party vendors are separate and apart from the fee arrangements contained herein. In addition, Clients are responsible for costs associated with foreign exchange, as well as fees incurred in connection with arbitrations.

5. Incorporation of our Standard Terms of Engagement; Bankruptcy Court Approval

The Standard Terms of Engagement set forth in the attached Appendix are incorporated herein and form an integral part of this Agreement. To the extent that there is any inconsistency between the terms of this letter and the Standard Terms, this letter shall prevail.

Further, Kobre & Kim's representation of the Clients as set forth in this Agreement is subject to approval by the Bankruptcy Court. To the extent there is any inconsistency between the terms of this Agreement, including the Standard Terms set forth in the Appendix, and (a) any order entered by the Bankruptcy Court approving Clients' retention of Kobre & Kim in the Chapter 11

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Cases; or (b) any statute or rule applicable to professionals retained in U.S. bankruptcy proceedings, the provisions of the Bankruptcy Court's order or the applicable statute or rule shall govern.

6. Choice of Law

This Agreement and all matters arising out of, or relating to, this Agreement, are governed by, and construed in accordance with, the laws of the State of New York, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

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Please sign below to acknowledge your receipt of this letter and return the same to us. We look forward to working with you.

Very truly yours,

KOBRE & KIM LLP

February 3, 2023

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Signature:

DocuSigned by:
Arianna Pretto-Sakmann
77A200507D6D40F...

Name:

Arianna Pretto-Sakmann

Company:

Genesis Global Holdco, LLC

Title:

Chief Legal Officer

Date:

2/8/2023 | 17:01:45 PST

Signature:

DocuSigned by:
Arianna Pretto-Sakmann
77A200507D6D40F...

Name:

Arianna Pretto-Sakmann

Company:

Genesis Global Capital, LLC

Title:

Chief Legal Officer

Date:

2/8/2023 | 17:01:45 PST

Signature:

DocuSigned by:
Arianna Pretto-Sakmann
77A200507D6D40F...

Name:

Arianna Pretto-Sakmann

Company:

Genesis Asia Pacific Pte. Ltd.

Title:

Director

Date:

2/8/2023 | 17:01:45 PST

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APPENDIX

KOBRE & KIM LLP

STANDARD TERMS OF ENGAGEMENT

The following terms apply to the Engagement.

1. Client and Engagement Scope

Our clients in this matter are solely the Clients identified in the first paragraph of the Agreement. We do not represent, and do not have an attorney-client relationship with, any of Clients' current or future parents, subsidiaries, shareholders, members, partners, employees, directors, venturers, or other affiliates or constituents, solely on account of our representation of Clients in this Engagement. Clients are entering into an engagement and lawyer-client relationship only with Kobre & Kim and not with any of its affiliates; however, Clients consent to Kobre & Kim using the services of its affiliated entities, as required. These affiliates may include Kobre & Kim LLP, a New York limited liability partnership, and Kobre & Kim (GCC) LLP, a limited liability partnership licensed in the Dubai International Financial Centre, and other locations.

The Engagement scope is limited to the role described in section 1(a) of the Agreement, and Kobre & Kim is not acting in any other capacity or role for the Clients or for any other party. In addition, Kobre & Kim being listed as counsel of record on a particular court case does not mean we generally represent the Clients on matters relating to the subject matter of the case.

Unless specifically requested, Kobre & Kim is not advising on the running of limitations periods.

Clients acknowledge that this Engagement will not commence until we deem that we have obtained all relevant legal permissions, if any, to represent the Clients, except to the extent we have been engaged to prepare and file such application(s).

2. Nature of Our Advice

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of actions or about the results that might be anticipated. Such statements are expressions of opinion only, and should not be considered as promises or guaranties. Any opinions expressed by Kobre & Kim concerning out-of-scope matters that may arise in the course of this Engagement do not constitute independent legal advice regarding those out-of-scope matters. You should not rely on our advice and should consult other counsel concerning these matters. By signing this Agreement, you acknowledge that you have had an opportunity to consult with other counsel.

3. Know-Your-Client Diligence

Kobre & Kim may request evidence of Clients' identity or beneficial ownership in accordance with our legal obligations and internal policies. In addition, we may request documentation to enable us to establish the source of funds to be remitted to us. This is especially important for us to determine that the funds are not subject to confiscation/forfeiture under creditor-debtor disputes, or asset confiscation/forfeiture-type proceedings.

Clients agree to respond to such requests in good faith and promptly provide all requested documents. Clients will also provide information we may request to assist us in applying for special licenses or filing reports with relevant regulatory authorities, if necessary.

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4. Conflicts of Interest

To allow us to conduct a conflicts check, you represent to us that you have identified to us all persons and entities that are or may become involved in the matter, including all such persons or entities that are affiliated with you. You will promptly notify us of any conflict or potential conflict of interest between Jointly Represented Clients or a change of circumstances effecting such a conflict.

Without your consent, we will not represent any other party in a manner that would create an ethical conflict of interest under applicable professional rules. You will have our loyalty with respect to this Engagement.

Kobre & Kim represents many other clients, and some of these other clients may be your direct competitors or otherwise may have interests that are contrary to your commercial interests. By signing this Agreement, you agree that we may act for such other clients and we may act on matters in which you may have a commercial interest. This of course does not enable us to act in a situation with an actual ethical conflict of interest under applicable professional rules.

It is possible that during the time we represent you, some of our current or future clients may ask us to represent them in matters in which you are involved as another party. Both our own prudent business conduct, and the interests of our other clients, call for us to seek to retain the ability to take on such matters for all of our clients. Accordingly, by entering into this Agreement you consent in advance, on your behalf and on behalf of your affiliates, to our current representation or acceptance of future matters (including litigation matters) adverse to Clients or any of its affiliates, and not to assert a conflict of interest, or to preclude, challenge or otherwise disqualify Kobre & Kim from such matters, provided that those matters are not substantially related to the work we are doing for you.

Thus, for example, you agree that we would be able to take a new lawsuit or transactional matter for one of our current or future clients that is adverse to Clients so long as the adverse matter is not substantially related to the work we are doing for you. This consent also includes being adverse to your interests in any bankruptcy, regulatory, administrative, legislative, or rulemaking proceeding.

In addition, by entering into this Agreement you agree that if we represent you in a matter across from another person or entity, we may represent such other person or entity on matters not substantially related to our work for you.

You should feel completely free to consult other counsel concerning these matters. By signing the Agreement, you acknowledge that you have had an opportunity to consult with other counsel.

5. Hourly Rates

Our fees for this Engagement will be based upon the hourly billing rates assigned to the individuals performing the services. Our lawyers who we currently expect may work on this matter charge US \$950 to US \$1,650 per hour.² Our non-lawyer professionals charge US \$425 to US \$875 per hour. Up to eight hours per day of travel time may be charged.

6. Disbursements

Although we may at times coordinate payments from funds held for Clients to third parties who provide services in relation to this Engagement, Clients acknowledge that it is within Kobre & Kim's discretion to make such payments and agrees to reimburse and indemnify us relating to such payments made. Unless otherwise agreed in

² Certain of our lawyers charge up to US \$2,000 per hour for highly specialized work. However, based on the scope of services currently envisaged, we do not presently expect such work to be necessary. We note that future services requested by the Client might require the same, and we will endeavor to communicate about budgets and rates throughout our engagement.

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writing. Clients are ultimately responsible for any and all payments to third parties, including vendors or legal services providers.

7. Terms of Payment

Our invoices are due upon receipt.

All questions regarding our invoices will be raised at the time of receipt, when we are best placed to clarify the nature of work being done. We will continue to consider the invoice unimpaired in all other respects, including applicable payment terms.

Clients are obligated to pay our fees and other charges. The issue of payments or reimbursements from insurance carriers or other third parties is a matter solely between Clients and such third party and in no way affects any obligation to pay our fees and expenses when due, in accordance with the terms of the letter. Kobre & Kim is not responsible for reporting this matter to any insurance company or for the submission to any insurer of its invoices. However, upon request, Kobre & Kim will submit invoices to insurance companies as a courtesy. To the extent that we communicate with an insurance company regarding coverage issues, Clients understand that we are not acting as coverage counsel. To the extent that Clients require an attorney specialized in coverage issues, it will need to engage separate counsel, as these services do not fall within the terms and scope of this Engagement.

All amounts in this Agreement are stated to be exclusive of VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the services provided and the payor is responsible for the payment of such taxes.

Payment may be paid either by sending a check, by wire transfer or EFT to the coordinates on our invoices. If paying by check, please send to the below lock-box addresses:

REGULAR MAIL

KOBRE & KIM, LLP

Mail Code: 6679

P. O. Box 7247

Philadelphia, PA 19170-6679

OVERNIGHT MAIL

First Data / Remitco

400 White Clay Center Drive

Attn: Kobre & Kim LLP / Lockbox #6679

Newark, DE 19711

All amounts due to us will be paid in United States dollars, unless otherwise directed by us.

8. Termination and Automatic Termination

Clients or Kobre & Kim may terminate this Engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility.

By signing the Agreement, Clients agree that we may withdraw from representing Clients in this matter, at our sole discretion. Some, but not all of the reasons for withdrawal include, any required retainer is not funded in accordance with the terms of the Agreement, Clients breach any of their obligations under the Agreement, or Clients fails to cooperate in our efforts to represent Clients' interests.

Unless previously terminated, this Engagement will terminate upon the earlier of: our sending Clients our final statement for services rendered, or the conclusion of our providing the agreed services under the Agreement, as applicable.

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This engagement will automatically terminate and will be administratively closed if a period of six months passes without invoicing, with the date of termination falling on the last day of the month containing a time entry invoiced for payment. No final invoice will issue as the last invoice received by you will serve in this manner.

Upon termination, Kobre & Kim has no continuing obligation to advise the Clients on the Engagement or on future factual or legal developments regarding the Engagement, unless required by applicable law, rules or court order.

9. Client File and Record Retention Policy

In the course of the Engagement, we will maintain a client file in which we may place materials relevant to the matter. Items in this file may be your property and, upon completion of the Engagement, these items will be available to be taken by you. We will be entitled to make copies if we choose. After conclusion of the Engagement, we will store the client file for seven years. If you do not take possession of the items in the client file during this seven-year storage period, we may dispose of the file. Documents containing our attorney work product, internal communications, mental impressions or notes and draft documents will remain our property and are not part of the client file. In addition, electronic documents such as email and documents prepared on our word-processing system (excluding printed copies), and databases remain our property and are not part of the client file. We may implement and enact reasonable retention policies for these electronic documents and we have discretion to delete them.

10. Indemnity

Clients will indemnify and hold harmless Kobre & Kim and its partners, affiliates, principals, associates and employees (collectively, the “**Indemnified Persons**”) from and against any claims, damages, liabilities, losses or costs, from third parties, arising from, or relating to this Engagement, and will advance and reimburse each Indemnified Person for all expenses (including fees and expenses of counsel) as they are incurred in connection with investigating, preparing, pursuing, or defending any action, claim, suit, investigation or proceeding arising from or related to the Engagement, whether pending or threatened and whether or not any Indemnified Person is a party.

11. Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the American Arbitration Association in New York in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Clients hereby irrevocably submit to the jurisdiction of the American Arbitration Association, and to the jurisdiction of any court in which we may seek to enforce an arbitral award relating to this Agreement.

NOTICE TO FLORIDA RESIDENTS: This Agreement contains provisions requiring arbitration of fee disputes. Before you sign this Agreement you should consider consulting with another lawyer about the advisability of making an Agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into Agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

NOTICE TO NEW YORK RESIDENTS: If a dispute arises between us with respect to our fees, Clients may have a right to have such a dispute arbitrated pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York, provided that, among other things, the amount in dispute is not greater than US \$50,000. Please note that this is not an arbitration clause but rather a court-mandated notice about the availability of optional arbitration.

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12. Limitations on Claims

You agree that any and all claims by you arising with respect to or relating to this Engagement must be commenced within one year following the date on which the Engagement is terminated.

Kobre & Kim will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including lost profits or opportunity costs).

13. Internal Attorney-Client Privilege

Please be aware that Kobre & Kim has internal counsel that may advise our lawyers regarding their ethical, professional and legal duties. You acknowledge that any such consultation is protected by our own attorney-client privilege, and you waive any right to discovery of those communications. Should circumstances arise in which Kobre & Kim faces a conflict of interest with respect to or by virtue of these communications, you agree to waive that conflict. You also agree that such communications are property of the firm and are not part of the client file.

14. Confidentiality

We will not disclose any confidential information of yours to any other client (not jointly represented with you), even where that information might have some bearing on their interests. Likewise, we will not disclose to you the confidences of any other client (not jointly represented with you), even where that information might have some bearing on your interests, and you agree that we are under no obligation to do so.

The terms of this Agreement are confidential and will not, except as required by law, be disclosed by Clients or us to any third party without the consent of the other. Where the fact of our representation of Clients is a matter of public record, we agree that Clients or Kobre & Kim shall be permitted to inform third parties of the representation.

We reserve the right to disclose your files to: (a) regulatory bodies in the exercise of their powers to meet legal and regulatory compliance requirements; (b) our auditors; (c) our professional indemnity insurers/underwriters and to provide information to our insurance brokers in relation to these communications with insurers/underwriters; (d) law firms and other third party professionals as required to enable us to enforce our rights, or to advise us on our commercial, regulatory or legal position, in connection with the Engagement.

Clients acknowledge that, under certain limited circumstances, we may be legally obliged to disclose information that the Clients provide to us, including evidence.

15. Data Privacy

Kobre & Kim will take steps to ensure that any personal data transferred is treated in accordance with our privacy policy. This privacy policy was last reviewed and updated December 8, 2020 and can be accessed at this URL: <https://www.kobrekim.com/privacy>.

16. Errors and Omissions Insurance

NOTICE TO CALIFORNIA RESIDENTS: Kobre & Kim advises you that we maintain errors and omissions insurance coverage applicable to the services to be rendered.

17. Severability

If any term or provision of the Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such determination shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.